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ABSTRACT

Often, local governments and school boards look for more ways to stretch limited resources in order to provide quality public facilities and services. This report outlines various ways in which schools and parks-and-recreation departments can share facilities, which allows the two parties to split the cost and double the benefits to local citizens. A written agreement should specify the authority for entering the agreement; the intent and purpose of the agreement; description of the facilities, areas, and equipment to be shared; description of the activities and services to be offered; use priority; staffing and supervision requirements; financial arrangements and responsibilities; and operating policy and procedures. Entering into a school-park agreement eliminates unnecessary duplication of programs, provides greater access to public recreation facilities, increases public awareness of funding needs, reduces vandalism, provides access to needed facilities at no cost, and reduces personnel turnover. The report contains a sample model of a Virginia legal agreement between a school board and a parks-and-recreation agency and presents examples of school-recreation department cooperation in various Virginia counties. Attachments include a sample worksheet for itemizing property and a sample schedule that designates legal responsibility. (LMI)

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Schools & Parks
Developing Partnerships

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Foreword

This document was prepared by the Virginia Department of Conservation and Recreation, Division of Planning and Recreation Resources, with assistance from the Parks and Recreation Technical Advisory Service of the Tennessee Department of Conservation.

Resources for School-Park Agreements

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GETTING THE MOST FOR THE LOCAL TAX DOLLAR

By William J. Conkle, CLP

Often, local governments and school boards are looking for more ways to stretch limited resources to provide quality public facilities and services. Municipalities cannot afford to build one gym for the parks and recreation department and a separate gym at the local school. Well-planned and efficient use of jointly owned parks, pools, gymnasiums, and auditoriums for both educational and recreational uses must be explored more thoroughly. In the meantime, it is recommended, the two entities begin to make the most of existing facilities for the benefit of the public.

Schools offer a host of facilities that can be programmed for recreational services to local taxpayers. On the other hand, local parks can provide schools with facilities for athletic games, special events, and educational programs. Therefore, an excellent opportunity exists to 'split the costs and double the benefits' for local citizens.

Some school systems have an agreement with the local parks and recreation agency to use their facilities as long as the recreation activities do not conflict with schoool requirements. Local schools are often given useage of local parks in a reciprocal agreement.

A written agreement is the key to a successful venture in school/park cooperation. The agreement needs to be framed in a way that is understandable and practical for both agencies. A cooperative agreement is appropriate when:

- Mutual advantages accrue to both the school and parks and recreation department;
- The result of cooperation is an increase in the level of public service;
- Efficient and economical performance of service is a result.

The development of mutually acceptable written agreements that specify the scope and responsibility of each agency are necessary if partnerships are to be successful in the long term and permanency is to be established. Formal agreements create an atmosphere of understanding and commitment, thus minimizing possible friction and confusion. No standard agreement is applicable to all situations; but by paying close attention to detail, a comprehensive agreement

can be formulated to successfully meet the wishes or needs of a locality. A solid agreement would contain the following:

- Authority for entering the agreement;
- Intent and purpose of the agreement;
- Description of facilities, areas and equipment to be shared;
- Description of activities and services to be offered, specifying maintenance and scheduling responsibilities;
- Statement regarding use priority;
- Staffing and supervision requirements;
- Financial arrangements and responsibilities; and
- Operating policy and procedures, especially in the area of problem resolution.

In the 1992 Study of Parks and Recreation Departments in Virginia, data illustrates that of the one hundred and seven responding parks and recreation agencies, 94% currently use school facilities, but only 60% have written agreements with the school system. The other agencies depend upon verbal agreements, which while giving flexibility, are also ambiguous and easily forgotten. Change of staff involved may prove the downfall of a previously satisfactory 'arrangement'. Although a verbal agreement may be expedient in the short term, it may not prove to be legal or practical in the long run.

Michele Knox, Parks and Recreation Director of the City of Norton, is currently working on establishing a written agreement with school officials in her community. Knox commented that her department currently uses school facilities with no problems, but could not assure that the policy would continue should she or the school administrator leave their current positions. "A written policy would aid in the continuity and stability of the currently informal policy," she said.

Caroline County Department of Parks and Recreation has had a cooperative agreement with the Caroline County School Board since 1981. Recreation Director Donnell Howard said they use the schools for athletics, special camps, playground programs, and instructional classes. The Parks and Recreation Department reciprocates by providing athletic facilities; i.e., tennis courts, baseball, softball, soccer and field hockey fields, as well as other assistance when requested by area schools.

"Vandalism at schools is decreased when they are in use in the evenings and on the weekends," stated Lorenzo Smith, Facilities/ Recreation Coordinator for the King George Parks and Recreation Department. He went on to explain, "When kids are busy participating in a

constructive program, they are less likely to be destructive to the surrounding buildings and grounds."

In the rural County of Lancaster, Recreation Director Wardell Carter and School Superintendent William Chapman believe that all citizens benefit from the efficient use of school and park facilities. "In areas with limited tax dollars, like Lancaster, it is important that agencies within the local government develop cooperative partnerships to meet demand for services and facilities," stated Chapman. "The Recreation Department helps with maintenance and, on occasion, has improved the facilities at the local schools," added Carter. Over the years, the two departments have cooperatively built and/or maintained a fitness trail, playground, outdoor basketball court, a nature trail, soccer field, and shared sponsorship of a variety of programs. "Our cooperative agreement allows us to increase the quality of life in our community without an increase in local government spending. Everybody wins!," declared Carter.

Neil Sigmon, Director of Franklin County Parks and Recreation states, "The agreeement to pool resources for the benefit of the community has been a decision which has been applauded by everyone involved. By working together both factions are more sensitive to the goals and capabilities of the other. We both make sure that any potential conflicts are discussed and ironed out prior to their becoming issues of any great concern."

According to Andy Crane, Sports Coordinator for Henrico County, "We have great rapport with the school system. We meet with the prinicpal of each of the schools we use to discuss concerns and the special requirements of each facility. The meeting allows for a face-to-face dialogue between agencies and builds a good understanding of the agreement." She further stated, "...the citizens of Henrico would be without a sports program were it not for the use of school facilities by the recreation department."

An outstanding example of school/ recreation department cooperation in the areas of facility planning can be found in Arlington. Thomas Jefferson Junior High School and Community Center is an example of an education / recreation center that was built cooperatively. The two agencies constructed a far better education/ recreation center than either could have done independently. In addition to the school, the facility has a full community center including game room, canteen, dining common, clubroom, a 730 seat theatre, a 68,000 square foot field house with an 1/8 mile track, and a fully equipped art studio. Thomas Jefferson Junior High School and Community Center, a premiere facility in the Commonwealth, serves as a model concept for other jurisdictions nationwide.

These programs are but a few of the many joint-use ventures that have met with success in Virginia. Many other communities have found that cooperative partnerships result in increased educational and/or recreational opportunities for local citizens. In these times of increased costs and greater demand for services, splitting the cost and doubling the benefits makes a lot of sense for local governments.

◆ Bill Conkle is a Recreation Consultant for the Commonwealth of Virginia Department of Conservation and Recreation, Division of Planning and Recreation Resources.

Benefits of a School-Park Program

1. An agreement is an efficient way of expending taxpayers dollars if it eliminates unnecessary duplication of programs, construction, and land acquisition. Personnel savings may also be realized.

2. The program provides public recreation facilities in a city, town, or county that cannot afford separate recreation facilities, but already has a school system.

3. By providing an opportunity for voting taxpayers to participate on school grounds, they develop a better understanding of the schools and parks and recreation department's need for funds for maintenance, security, programs, and staff.

4. Experience has proven that vandalism decreases when the doors of a gymnasium are open, and the young people are given a place to play outside of school hours.

5. A cooperative arrangement between the schools and parks provides a school with the opportunity to use softball and baseball fields, swimming pools, and jogging tracks, at no expense to their budget. In return, the parks receive the use of gymnasiums and class rooms for recreation programs before and after school hours.

6. A written cooperative agreement ensures consistency over the years. Changes in key personnel become less of a factor when there is a signed agreement.

MODEL VIRGINIA AGREEMENT

between

_____ SCHOOL BOARD

and

_____ PARKS AND RECREATION AGENCY

SECTION I: PARTIES

This agreement is between_____School Board (hereinafter referred to as the Board) and the Local Government of_____(hereinafter referred to as the Government).

SECTION II: AUTHORITY

The parties do hereby recognize the authority granted to them by the Virginia Code, namely Virginia Code 22.1-131.

> EXPLANATORY NOTE:
> Municipal Government Recreation Agencies find authority in the Code of Virginia 22.1-131 states that "A school board may permit the use, upon such terms and conditions as it deems proper, of such school property as will not impair the efficiency of the school."

SECTION III: PURPOSES

The parties hereby recognize the benefit which can be derived from working together in the development of a joint plan for the use of school and park facilities. Such joint usage of facilities provides taxpayers with a better utilization of school buildings, athletic facilities, park and recreation areas, and avoids duplication of these facilities, thereby saving tax monies.

It is understood by the parties that reciprocal rights to use facilities extended in this contract are extended soley for the purposes of public education and recreation services and not for other purposes.

The Board and the Government each agree to allow the other to use the facilities and/or equipment owned by the other in accordance with the terms of this agreement.

> EXPLANATORY NOTE:
> Other purposes can be added to reflect local desires or situations.

SECTION IV: TERM/DURATION

This agreement shall be for a duration of _____years(s), beginning on the___day of ___, 19___. The parties further agree that thereafter this contract shall be automatically renewed on a year-to-year basis unless one of the parties exercises its power to terminate the agreement as provided for below.

SECTION V: TERMINATION

The parties hereby agree that this contract may be terminated in any of the following ways:

A) At any time by agreement of both parties when such agreement is evidenced by resolutions both of the Board and the Government.

B) By either party upon written notice of not greater than___days and not less than___days preceding the anniversary date of this contract. Such notice is to be accompanied by a resolution of the Board or Government.

Upon termination, facilities and equipment listed in Attachment A (including any amendments) shall be returned promptly to the owner.

> EXPLANATORY NOTE:
> If and when the parties agree to terminate the contract, special care needs to be taken to be explicit regarding the effective date for such termination, providing for a specific time period within which the return of property is to be made, including any grace period beyond the contract termination date.

SECTION VI: FACILITIES INCLUDED

The facilities and equipment covered by this agreement are listed on Attachment A. The Superintendent of Schools and the Director of Parks and Recreation may from time to time propose amendments to Attachment A, but all changes must be approved by resolution of both parties.

SECTION VII: FACILITY SCHEDULING

A schedule of facilities, dates, and times for the use of school and local government facilities is listed on Attachement B. This attachment may be modified from time to time by agreement of the Superintendent of Schools and the Director of Parks and Recreation. The Superintendent of Schools may modify Attachment B with respect to school facilities upon ____ days notice. The Director of Parks and Recreation may modify Attachment B with respect to local goverment facilities upon ____ days notice. It is the intention of the parties to maximize the facility usage opportunities without conflicting with school business or park operations.

EXPLANATORY NOTE:

1) An alternative additional statement would provide for quarterly, semi-annual, or annual schedules to be developed as a minimum.

2) Some jurisdictions may desire to say more regarding priorities for facility use (i.e., that "...in scheduling the use of school facilities, school events shall have first priority, local government recreation programs shall have second priority and all others have third priority" and vice versa for school use of park facilities.

SECTION VIII: SUPERVISION/ PERSONNEL

The party in control of a facility as scheduled in Attachment B shall provide appropriate supervision of the premises during the stated times. The owner of the property retains the right to assure the qualifications or competency of personnel working on said property and may request a listing of personnel and their qualifications. The party utilizing the facility must compensate personnel it uses to operate the facility and has the exclusive right to supervise such personnel.

It is understood that in order to accomplish the purposes of this contract, it will sometimes be necessary for one party to utilize the employees of the other party in situations which go beyond that employee's normal work.

EXPLANATORY NOTE:
The drafters are cognizant of the need to have clear lines of authority and the language in this section reflects this concern.

SECTION IX: RIGHT OF ENTRY/INSPECTION

Each party may inspect its facilities while under control of the other party.

SECTION X: COOPERATIVE DEVELOPMENT OF RECREATION FACILITIES

From time to time it may be mutually beneficial for the parties to jointly, or in cooperation, undertake the development of recreation facilities. When such joint or cooperative development is proposed, the parties shall enter into a separate written agreement which shall set out in detail the rights and obligations of the parties with respect to that development which shall be an addendum to this contract.

EXPLANATORY NOTE:

1) School Boards and Local Governments are urged to communicate at earliest possible time regarding opportunities for cooperation in the planning, design, and construction of new schools and parks.

2) There is no uniform formula for determining the appropriate party to pay for certain types of facility improvements. Cost sharing formulas depend upon local circumstances and should be devised accordingly.

SECTION XI: MAINTENANCE OF PREMISES

Maintaining school premises shall be the responsibility of the Board. Maintaining governmental park and recreation facilities shall be the responsibility of the Government. The incidental and ordinary costs of making schools available for park use (such as heat and light) or making parks available for school use are deemed to be offsetting. However, direct costs incurred in making facilities available which are over and above the incidental or ordinary shall be reimbursable by either party to the other. Reimbursable costs shall include, but are not limited to, repair of facility damage due to vandalism occurring during times a facility is in the control of the other party; direct costs of janitorial services required as result of the activity of the party; special modifications of a facility which are required to be made to accommodate use by the other party. The parties hereby agree to maintain the premises of the other in good repair while they are under their control and to bear the cost for required repairs which are attributable to a breach of this duty.

SECTION XII: LIABILITY/ ENFORCEMENT OF RULES AND REGULATIONS

To the extent required by law the Government does hereby agree to accept responsibility for any and all costs, damages, or expenses arising from any accident or other occurrence to persons or property on the premises belonging to the Board which occurs while the Government has control of the subject premises and which are attributable to the negligence of the Government or its employees.

To assure the Government's ability to maintain order in its programs, the Board takes notice of the Government's authority to promulgate rules and regulations and grants the Government the authority to enforce these rules and regulations on the subject premises duing such times as they are under Government's control.

To the extent required by law the Board does hereby agree to accept responsibility for any and all costs, damages, or expenses arising from any accident or other occurrence to persons or property on the premises belonging to the Government which occurs while the Board has control of the subject premises and which are attributable to the negligence of the Board or its employees.

To assure the Board's ability to maintain order in its programs, the Government takes notice of the Board's authority to promulgate rules and regulations and grants the Board the authority to enforce these rules and regulations on the subject premises during such times as they are under the Board's control.

Nothing herein, however, shall be deemed to defeat such limitations upon immunity as exist for the Board or the Government in favor of a third party.

SECTION XIII: AMENDMENTS AND MODIFICATIONS OF THIS AGREEMENT

The parties may amend this contract by agreement. Such amendments shall be effective upon adoption of a resolution of approval by the Board and the Government and upon the signature of the chairman of the School Board and the chief elected official of the Government.

SECTION XIV: ASSIGNMENT, CONTINUITY AND SEVERABILITY

Neither party shall sell, assign, convey, or otherwise transfer by any method its rights under this agreement. However, either party may enter into secondary agreements with other parties or agencies so as to permit the use by these other parties of the subject premises. Any and all secondary agreements must be approved in writing by both the Director of Parks and Recreation and the Superintendent of Schools.

Such secondary agreements shall not vary the rights and duties contained herein.

This contract shall be binding upon the parties and upon its successors.

Should any provision of this contract be ruled to be invalid by a court of competent jurisdiction, all other provisions shall be severable, and remain in full force and effect. The parties shall meet and negotiate an acceptable provision no later than 60 days after final court action.

> EXPLANATORY NOTE:
> Absent an agreement otherwise, the parties scheduled to supervise the facilities (Attachment B) may retain any money from concessions, or other source of revenue and handle according to their policies.

SECTION XV: NO DISCRIMINATION/ THIRD PARTIES

The parties each agree that in its conduct of programs in or upon facilities of the other, that at no time shall it discriminate against any person on the grounds of race, religious affiliation, color, national origin, disability, or age.

Further, the parties agree that, to the extent that one party should make the subject facilities available to a third party, individual or organization, they will assure that these parties abide by this contract. Further, should a written instrument be utilized to structure this relationship with a third party, language substantially similar to the above shall be incorporated into said instrument requiring the agreement and consent of that third party to these terms.

SECTION XVI: MODEL RESOLUTION

WHEREAS, there is increased demand on recreation facilities; and

WHEREAS, schools and parks are a major focal point of this community; and

WHEREAS, school facilities are often under-utilized during the evening hours and summer months; and

WHEREAS, the 1992 Study of Parks and Recreation in Virginia reports that 101 of 107 reporting parks and recreation agencies utilize school facilities; and

WHEREAS, the citizens will benefit by the additional access to publicly owned facilities; and

WHEREAS, cooperative use of facilities is a more efficient way of spending tax dollars; and

WHEREAS, there is a legislative mechanism allowing schools to open their doors to public recreation programs during those times when school is not being used for school-sponsored activities; now therefore, be it

RESOLVED by the (local government and/or school board), That the (local government and/or school board) supports the establishment of a cooperative use agreement between (the local school board) and (the local parks and recreation agency), and to generally encourage the multiple use of school facilities and public parks which are major investments on the part of citizens in (locality)

SECTION XVII: EXECUTION

Being that this contract was duly considered and approved by the Board at its meeting on the___day of___, 19___, and that the contract was duly considered and approved by the Government at its meeting on the___day of___, 19___, now therefore we do hereby execute this contract by making our signatures, to wit:

BOARD

Attest: Notary Public	Chair of School Board	Date
Attest: Notary Public	School Superintendent	Date

FOR THE GOVERNMENT

Attest: Notary Public	Mayor/Board Chair	Date
Attest: Notary Public	Director of Parks and Recreation	Date

ATTACHMENT A

LIST OF PROPERTY ITEM **OWNER**

EXPLANATORY NOTE:
Care must be taken to give accurate identification or description of subject property. For real property, care should be taken to delineate whether the contract reaches all or only certain parts of school premises. (e.g., You may want to say "(Name) High School Gym" rather than "High School"). For personal property, reference should be made to some identifying mark, serial number, etc. (e.g., Trampoline would be identified by manufacturer and serial number). Expendable equipment (e.g. balls, nets) should be separately itemized

ATTACHMENT B

EXAMPLE

FACILITY	RESPONSIBLE PARTY
(*NAME*) HIGH SCHOOL	
7:00 a.m. - 4:30 p.m. M-F (Regular School)	Board
4:30 p.m. - 12:00 a.m. M-F (Recreation Program)	Government
Weekends/ Holiday 8:00 a.m. to 6:00 p.m.	Government
(*NAME*) MIDDLE SCHOOL	
School Gym	
7:00 a.m. - 4:30 p.m. (P. E. classes)	Board
Weekends/ Holidays	Government
4:30 p.m. - 10:00 p.m.	Government
Playground	
7:00 a.m. - 3:00 p.m. (School use)	Board
All other times (Public use)	Government
Tennis Courts	
7:00 a.m. - 3:00 p.m. 9/1 - 6/15 (P. E. classes)	Board
All other times (Public use)	Government

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